

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Statewide Mass Notification		RFP Number:	HSEMD-583-01-2014
Agency:	Iowa Homeland Security and Emergency Management Department			
State seeks to purchase:	Mass Notification	Available to Political Subdivisions?	Yes	
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	5 years	Number of possible annual extensions:	Up to Five	
Initial Contract term beginning:	Date: July 1, 2014	Ending:	Date: June 31, 2019	
State Issuing Officer: Terry Brown				
Phone e-Mail and Fax: 515-725-3231(phone) 515-725-3260 (fax) Terry.brown@iowa.gov				
Mailing Address: 7105 NW 70 th Ave, Camp Dodge Bldg W-4, Johnston IA 50131				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFP on TSB website			December 10, 2013 12:00 p.m.	
State Issues RFP			December 13, 2013 12:00 p.m.	
RFP written questions, requests for clarification, and suggested changes from Contractors due:			January 3, 2014	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:			January 10, 2014	
Proposals Due Date:			February 3, 2014	
Proposals Due Time:			3:00 p.m.	
Anticipated Date to issue Notice of Intent to Award:			June 1, 2014	
Anticipated Date to execute contract:			July 1, 2014	
Relevant Websites:	Web-address:			
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/			
Internet website where contract terms and conditions are posted:	das.gse.iowa.gov/terms_services.pdf			
Number of Copies of Proposals Required to be Submitted:			1 original, 5 copies, 1-CD	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:			December 31, 2014	

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SECTION 1 INTRODUCTION

1.1. Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2. Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

- 1.2.1. **“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.
- 1.2.2. **“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.2.3. **“Contractor”** means a vendor submitting Proposals in response to this RFP.
- 1.2.4. **“Proposal”** means the Contractor’s proposal submitted in response to the RFP.
- 1.2.5. **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.
- 1.2.6. **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
- 1.2.7. **“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
- 1.2.8. **“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.
- 1.2.9. **“System”** means a mass notification and emergency messaging system.

1.3. Overview of the RFP Process

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4. Background Information

The Iowa Homeland Security and Emergency Management Department (HSEMD) recognizes the importance of being able to communicate with the public in an expedited manner during times of emergency. In recent years, technology has progressed so that mass notification systems are capable of reaching the public through the variety of communications devices that the public uses on a daily basis. HSEMD is interested in gaining a better understanding how this technology can be leveraged on a local, regional, and statewide basis, cost associated with its operation, and capabilities that mass notification systems presently possess and how those capabilities can be linked to FEMA's IPAWS.

Presently within Iowa, several local emergency management agencies are using a variety of mass notification systems as part of their public alerting efforts. Local emergency management agencies without this capability have been actively researching possible options for use in their operations. Additionally HSEMD has begun to explore options for doing state level emergency messaging and to utilize FEMA's IPAWS system for emergency alerts and to provide necessary EAS messaging. These two elements have led to HSEMD to consider evaluating potential statewide messaging systems that could be used by local and state level emergency managers during times of emergency. HSEMD also wishes to evaluate costs associated with providing a statewide solution as opposed to systems purchased one by one at the local level.

HSEMD is seeking proposals from Vendors who can provide a statewide public mass notification and emergency messaging system that will allow both IPAWS messaging and conventional mass notification for both emergency and non-emergency messaging. The system would be used to quickly disseminate emergency and general information to citizens and businesses within Iowa.

Additionally HSEMD is seeking cost related data from Vendors that are capable of providing the elements listed above. Vendor shall provide cost

elements that include but is not limited to: Statewide pricing models for system elements.

The Agency is soliciting Responsive Proposals from Responsible Contractors to engineer, furnish, install and maintain a Statewide Mass Notification and Emergency Messaging System ("System") to meet current and future communications technologies. The System must be designed to: provide the highest level of reliability and survivability possible; easily integrate new technology, easily manage information from the System and extract management information from it; and provide increased and measurable flexibility.

1.5 Use of Subcontractors

- A. The Contractor is permitted to subcontract for the performance of certain services required under the Contract. Subcontracts must adhere to the provisions of the Contract, including the Iowa Department of Administrative Services General Terms for Services Contracts located at **das.gse.iowa.gov/terms_services.pdf**. Planned use of subcontractors by an applicant must be clearly explained in the proposal. This information must include:
 - 1. The name and address of the subcontractor if known;
 - 2. The scope of work to be performed by each subcontractor;
 - 3. Subcontractor qualifications; and
 - 4. The estimated dollar amount of each subcontract.
- B. Current individual employees of the State of Iowa may not act as subcontractors under this Contract.
- C. The Contractor is fully responsible for all work performed by subcontractors. No subcontract into which the Contractor enters with respect to performance under the Contract will, in any way, relieve the Contractor of any responsibility for performance of its duties.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing

Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.5. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and at <http://homelandsecurity.iowa.gov/>. The Contractor is advised to check the websites periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP to the Issuing Officer. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, and suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

2.11 No commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

- 2.12.1** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.
- 2.12.3** The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor fails to include information that is necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include proposal security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.12.13** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter or Attachment 3, Certification of Compliance with Mandatory Requirements.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment as set forth in Section 2.19 or according to exceptions provided *in Iowa Code Chapter 22* or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency will treat all information submitted by a Contractor as a public record unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Agency's release of public records is governed by *Iowa Code Chapter 22*. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Proposal. In addition, the Contractor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Contractor identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3.1.2 of this RFP. The confidential material must be excised in such a way as to allow the public

to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If the Agency receives a request for information that includes information a Contractor has marked as confidential, the Agency will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

2.20 Copyright Permission

By submitting a Proposal, the Contractor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.21 Release of Claims

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

2.22 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award the Contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.23 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the

Contract to the remaining Contractor the Agency believes will provide the best value to the State.

2.24 No Contract Rights until Execution

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

2.25 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.26 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.27 Appeals

A Contractor whose Proposal has been timely filed and who is aggrieved by the award of the Agency may appeal the decision by filing a written notice of appeal to: Director, Iowa Department of Homeland Security and Emergency Management, 7105 NW 70th Ave, Camp Dodge-Bldg W4, Johnston, IA 50131, with a copy to the Issuing Officer. The notice of appeal can be sent by facsimile to 515-725-3260. The notice must be filed within five days of the date of the Intent to Award notice issued by the Agency, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and / or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

Appeals of the Notice of Intent to Award generally follow the procedures and rules of the vendor appeal process for the Department of Administrative Services, found at Iowa Administrative Code chapters 11-7 and 11-117.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1. Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1.** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope.

The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number: HSEMD-583-11-2013

RFP Title: Statewide Mass Notification

Issuing Officer Name: Terry Brown

Agency Address: Iowa Homeland Security and Emergency Management Department, 7105 NW 70th Ave, Camp Dodge-Bldg W4, Johnston, IA 50131

[Contractor's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2. Number of Copies- one original, five copies, and one electronic copy (CD)** of both parts of the Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer.
- 3.1.3.** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2.19, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.4.** Proposals shall not contain promotional or display materials.
- 3.1.5.** Attachments shall be referenced in the Proposal.
- 3.1.6.** If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.19.

3.2.2 Table of Contents

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment # 3.

3.2.3 Executive Summary

The Contractor shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 3.2.3.1** Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- 3.2.3.2** An overview of the Contractor's plans for complying with the requirements of this RFP.
- 3.2.3.3** Any other summary information the Contractor deems to be pertinent.

3.2.4 Specifications and Technical Requirements

The Contractor shall answer whether or not it will comply with each requirement in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific requirement so indicates, Contractor shall explain how it will comply with the requirement. Merely repeating the Section 4 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No, If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

- 3.2.5.3 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
 - 3.2.5.4 State of incorporation, state of formation, or state of organization.
 - 3.2.5.5 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.
 - 3.2.5.6 Number of employees
 - 3.2.5.7 Type of business
 - 3.2.5.8 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
 - 3.2.5.9 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
 - 3.2.5.10 Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
 - 3.2.5.11 Contractor's accounting firm.
 - 3.2.5.12 The successful Contractor will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
http://das.gse.iowa.gov/procurement/vendor_reg.html
- 3.2.6 Experience:** The Contractor must provide the following information regarding its experience:
- 3.2.6.1 Number of years in business.
 - 3.2.6.2 Number of years experience with providing the types of goods and/or services sought by the RFP.
 - 3.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.
 - 3.2.6.4 A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
 - 3.2.6.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

3.2.7.1 Full name

3.2.7.2 Education

3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP

3.2.8 Financial Information

The Contractor must provide the following financial information

3.2.8.1 Audited financial statements for the last 3 years

3.2.8.2 A minimum of three (3) financial references

3.2.9 Termination, Litigation, Debarment

The Contractor must provide the following information for the past five (5) years:

3.2.9.1 Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

3.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

3.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

3.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

3.2.9.5 Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and

with respect to the successful Contractor, following execution of the Contract.

3.2.10 Acceptance of Terms and Conditions

The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

3.2.11 Certification Letter

The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.12 Authorization to Release Information

The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Agency.

3.2.13 Certification of Compliance

The Contractor shall sign and submit with the Proposal the document included as Attachment #3 (Certification of Compliance with Mandatory Requirements) in which the Contractor certifies that the solution in its Proposal is in compliance with the mandatory requirements in sections 4.2. and 4.3 of the RFP.

3.2.14 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 180 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services using the Cost Proposal format as provided in Attachment 4.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

4.1 OVERVIEW

The successful Contractor shall provide the goods and/or services to Agency in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

There are three types of requirement addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Contractor must be able to satisfy all these requirements to be deemed a Responsible Contractor.
- **Scored Mandatory Technical Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Technical Requirements is also mandatory.
- **Optional Scored Requirements:** These are scored non-mandatory requirements the Agency may be interested in having.

4.2 Mandatory (Pass/Fail) Technical Requirements

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Contractors must mark either **“yes” or “no”** to each requirement in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the requirements or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

4.2.1 The system shall provide statewide coverage.

4.2.2 The system shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts

(WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards.

4.2.3 The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, fax and social media.

4.2.4 The system shall be capable of sending mass notifications for multiple unique simultaneous events.

4.3 Mandatory Scored Technical Requirements

All items listed below are Mandatory Scored Technical Requirements. Contractor shall respond to all requirements; responses will be evaluated and scored by the evaluation committee in accordance with Section 5. Proposals that do not have a minimum total combined score of 550 on the mandatory system requirements and mandatory vendor requirements will be rejected.

4.3.1 System Requirements

1. System shall provide statewide coverage.
2. System shall fully interface with the Wireless Emergency Alerts (WEA) system.
3. System shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards.
4. System shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, fax and social media. The vendor may provide other methods if capable.
5. System shall be capable of sending mass notifications for multiple unique simultaneous events.
6. System shall allow messages to contain photo, video, audio attachments and links.
7. System shall be Americans with Disabilities Act (ADA) compliant to include TDD/TTY capability.
8. System shall be able to transmit messages in English and Spanish.

9. System shall have tiered administration to include state, county, and city levels. Administrators shall be able to view system activity of all administrators below their level. The highest level of administration shall be the state level administrators, followed by county level administrators and finally to local level administrators. There shall be no limit on the number of administrators.
10. System shall accept and utilize E911 phone data at no additional cost.
11. System shall be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.
12. System shall allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, email addresses, and fax numbers. The system will only require the public to enter one selection for the record to be effective. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action.
13. System shall allow citizens to subscribe for different message categories i.e. severe weather, missing person alerts, etc. These categories shall be customizable by administrators of the system without vendor's intervention.
14. System shall allow citizens to register up to 5 addresses in the system (example: Home, school, work...).
15. System shall provide methods to handle subscriber addresses that are not able to be geo-coded.
16. System shall provide suggested addresses from which the subscriber can choose.
17. System shall provide the ability for the subscriber to input latitude/longitude coordinates.
18. Systems shall allow citizens to optionally register "special needs" information. This shall include, but is not limited to, allowing the citizen to identify their need (i.e. mobility impaired, blind, oxygen dependent, etc.), provide guardian contact information, and contact information for any servicing agencies. The systems shall automatically request, on an annual basis, that the registered citizen verify and update the provided information. Information that is not annually verified shall be removed.
19. System shall allow administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.

20. System shall be capable of accepting and utilizing geographical map files in native ESRI format. Uploaded shapes must be able to select contacts within that region, without redrawing a polygon.
21. System shall offer GIS functionality of user drawn geographic/polygon selection of specific areas to transmit messages and generate call lists.
22. System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude. System shall allow for a search of the database using any of the fields contained in the database.
23. System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
24. System shall present a list of alternative addresses for the user to choose from the system is not able to find an address.
25. System shall include the ability to resize, modify, and rotate the shapes after initial drawing or placement.
26. System shall include the ability to drag and drop the shapes to a different location on the map.
27. System shall include the ability to create both inclusion and exclusion polygons.
28. System shall display the number of recipients included within a selected region.
29. System shall allow for the creation and storage of pre-canned scenarios and messages. The system shall be able to store broadcast templates/scenarios with content and target contacts for later deployment. These message templates must be maintained in a single message library.
30. System shall allow on-the-fly edits to stored templates prior to launch.
31. System shall allow administrators to create and edit an unlimited number of notification groups and sub-groups.
32. System shall support automatically adding and removing message recipients from static and dynamic groups.

33. System shall support the ability for administrators to manually upload spreadsheets that can add, edit, and delete message recipients from the system without vendor assistance. Groups and sub groups also must be created via an upload.
34. System must be capable of performing a 100,000 recipient upload in less than 1 hour. Please provide your System's upload time estimate for 100,000 records. Geo-coding of addresses must be done in real-time.
35. System shall visually display the individual geo-coded records on the GIS map interface.
36. System shall be accessed by administrators for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
37. System shall provide online real time reports detailing success, failure and reason for failure. These reports shall be customizable per administrator.
38. System message creation must be initiated from a single screen to ensure efficiency.
39. System shall allow for the selection of individual notification methods (phone, text, email, etc) for messages.
40. The System shall allow a single message body to be delivered to all types of devices. Voice devices and text devices will not require separate message bodies to be created in separate boxes.
41. System shall be able to support live voice recordings as well as text to speech. Messages of this type shall be reviewable prior to launch.
42. System shall enable message recipients to acknowledge receipt of messages and will continue trying to reach the recipient until receipt is received with human acknowledgement for a time period specified by an administrator.
43. System shall allow for one click resend to those who did not receive original message.
44. System shall support a customizable Caller ID used for telephone messages as well as a custom email sender address. Caller ID must be able to be changed on the fly during each message creation.

45. System shall be capable of delivering a survey question that allows the recipient to choose from multiple pre-scripted responses.
46. System shall be capable of delivering an invitation to join a conference call that does not require the recipient to hang up and dial a separate number to join.
47. System shall be able to support a minimum of 15 delivery paths per recipient.
48. System shall allow for the export of any data in standard delimited format and pdf.
49. System shall have the ability to produce custom reports using all application data, including recipient information, distribution group information, call summary, and message information. Reporting capabilities must have the ability to view multiple messages in a single report.
50. System shall have an availability of a minimum of 99.9% with no downtime for maintenance or upgrades.
51. System shall allow each administrator shall have a unique user name and credential to access the site and launch calls, at no additional cost.
52. System shall provide a train, drill and exercise functionality for administrators to use on a regular basis for the purpose of ensuring administrators are proficient in the operation of the system.

4.3.2 Vendor Requirements

1. Vendor shall describe system infrastructure to include redundancies, encryption practices, backup policies, disaster recovery plan and human resources security policies.
2. Vendor shall describe experiences with large and small governmental agencies.
3. Vendor shall describe any experience it has with statewide deployments that include all E911 data and an opt-in program.
4. Vendor shall provide detail on the number messages that can be sent and delivered within one hour.
5. Vendor shall provide information on how many ports are available to send separate messages.

6. Vendor shall provide detail on how they will assist in working with local exchange carrier.
7. Vendor shall describe how they obtain contact data.
8. Vendor shall describe any data encryption they utilize.
9. Vendor shall describe any procedure they utilize to verify contact data.
10. Vendor shall not divulge, re-sell or disclose contact data of users and upon termination of contract all data, irrespective of method of attainment, shall be returned to the state.
11. Vendor shall provide detail on 24/7 help desk to include, but not limited to, staffing and location.
12. Vendor shall indicate who their client manager will be and provide a background and resume.
13. Vendor shall provide a detailed implementation timeline.
14. Vendor shall assist in generating a public awareness campaign for use by local and state agencies.
15. Vendor shall provide a detailed description of the message creation and the sending process for their system.
16. Vendor shall provide detail on training sessions and anticipated quantity for a statewide system.
17. Vendor shall provide resumes of the implementation team involved with the project.
18. Vendor shall provide details on the structure of their organization.
19. Vendor shall provide how many customers and population they currently service.
20. Vendor shall provide details on the amount of employees focused on the system support being offered.
21. Vendor shall provide details on the amount of employees focused on research and development for the system being offered as well as the number focused on customer service.

22. Vendor shall provide a live, real-time demonstration of their system if requested by the Iowa Department of Homeland Security and Emergency Management.

4.3.3 Pricing Requirements

1. Vendor shall provide pricing for the implementation and ongoing operation of a statewide mass notification system. System shall include unlimited administrators within all 99 counties and at the state level. Pricing shall include implementation costs, annual ongoing costs, and upgrades to the system.
2. Vendor shall provide pricing for unlimited emergency and non-emergency notification messaging.
3. Vendor may provide detail on other pricing methods.
4. Vendor shall indicate if future system upgrades are included in annual cost or it they will be charged separately.
5. Vendor shall hold pricing valid until December 1, 2014.

4.3.4 Describe in detail the on-going support and maintenance services Contractor will provide.

4.3.5 Contractor Information – Please provide the following information, which will be used as part of the evaluation of Contractor’s qualifications:

4.3.5.1 Name of Contractor

4.3.5.2 Form of business entity (e.g. corporation, partnership, etc.)

4.3.5.3 State of incorporation (if a corporation)

4.3.5.4 Home office address and telephone number

4.3.5.5 Provide a description of Contractor’s background, organizational history, size and years in business

4.3.5.6 Specialized services, if any, and years of experience in each such area.

4.3.5.7 During the last five (5) years, has the Contractor had a contract terminated for any reason? If so, the Contractor shall submit full details.

- 4.3.5.8** During the last five (5) years, has the Contractor been assessed any penalties under any existing or past contracts?
- 4.3.5.9** During the last five (5) years has the Contractor, a subsidiary or intermediary company, parent company or holding company been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity or if trading in the stock of the companies has ever been suspended.
- 4.3.5.10** Provide a list and summary of any pending or threatened litigation, administrative or regulatory proceedings that could affect Contractor's ability to perform the required services.
- 4.3.6** Recent and Relevant Project Experience - Contractor shall have completed at least one project or combination of projects similar in size and nature to the scope of work for this project. The Contractor shall provide the following information as evidence of its experience in delivering services such as those being sought under this RFP. Contractors shall provide all information listed below:
 - 4.3.6.1** Project Name
 - 4.3.6.2** Client: Name, Address, City, State
 - 4.3.6.3** Contact Name and Information
 - 4.3.6.4** Project Summary and Results
- 4.3.7** Work Plan - Contractor's Proposal shall contain a detailed Work Plan. The Work Plan must address:
 - 4.3.7.1** A detailed schedule based on the number of days and/or weeks required for completing the work; an overall project timeline for implementation of proposed solution.
 - 4.3.7.2** A detailed breakdown of the proposed work structure, including activities, task, performance review, payment milestones, and objectives to provide the services and deliverables required to complete the project. Start and end dates for each task.
 - 4.3.7.3** A detailed breakdown of Contractor staff resources assigned to the project, including number of staff and the percentage of time for each.

- 4.3.7.4** A detailed breakdown of Contractor's expectations for limited state resources that will be needed for the project.
- 4.3.7.5** A plan for coordinating the responsibilities of the state staff with those of the Contractor to ensure overall project success.
- 4.3.7.6** A description of how the project shall be managed, prioritized, and controlled, including the project management structure and the method of project status reporting.
- 4.3.7.7** A Project Change Control Plan for controlling the project and prioritizing State and Contractor change requests.
- 4.3.7.8** A statement of procedures for customizations. Contractor should describe its procedures that will allow the Agency to customize the product as needed.
- 4.3.7.9** Installation and Implementation - Contractor shall describe the steps and documents that will be provided for deployment and support of the test/pre-production and production systems.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award the Contract whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals.

The evaluation committee will make a recommendation to the Agency's Director. The Director will select the Contractor to receive the award. The Director is not bound by the evaluation committee's recommendation.

5.3 Overview of Evaluation

The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with this Section. There are 1000 total points available. All Technical Proposals will first be evaluated to determine if they comply with the Mandatory Requirements in Section 4.2. Contractor must respond "Yes" to all parts of Section 4.2 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Requirements in that section. Proposals deemed to be compliant with the Mandatory Requirements will then be evaluated based on the Scored Mandatory Technical Requirements described in Section 4.3, which are reflected and scored as provided in Section 5.3.2—Technical Evaluation and Section 5.3.3—Contractor Background, Experience and References; Proposals that do not receive a minimum combined total score of 550 under those two sections will be eliminated from further consideration.

5.3.2 Technical Evaluation (600 points)

All Responsive Proposals will go through a Technical Evaluation of the Contractor's proposed technical solution and support services (as described in Section 4.3). There are 600 available points for the Technical Evaluation.

5.3.3 Contractor Background, Experience and References (250 points)

The evaluation committee will review and score the Proposals based on the responses to Sections 2.14, 2.15, 3.2.5, 3.2.6, 3.2.7, 3.2.8, 3.2.9, 4.3.2,

4.3.5 and 4.3.6. There are 250 available points for Contractor Background, Experience and References. The evaluation committee shall have the discretion to reject a Proposal if information obtained from this stage of the evaluation process raises serious concerns with the Agency about doing business with the Contractor (e.g., Contractor has been debarred from contracting with another state or government agency).

5.3.4 Cost Proposal (150 points)

The maximum award for a Cost Proposal will be 150 points. Contractors must follow the format as provided in the Cost Proposal form, Attachment 4. **Only the recurring costs for the initial term and the renewal term will be scored.** Please list recurring costs for the initial term and the renewal terms separately. The non-recurring costs will not be used in calculating the Cost Proposal points to be awarded to Proposals.

5.3.4.1 Eligible Costs.

1. Vendor shall provide pricing for the implementation and ongoing operation of a statewide mass notification system. System shall include unlimited administrators within all 99 counties and at the state level. Pricing shall include implementation costs, annual ongoing costs, and upgrades to the system.
2. Vendor shall provide pricing for unlimited emergency and non-emergency notification messaging.
3. Vendor may provide detail on other pricing methods.
4. Vendor shall indicate if future system upgrades are included in annual cost or if they will be charged separately.
5. Vendor shall hold pricing valid until December 1, 2014.

5.3.4.2 Scoring. The Cost Proposals will remain sealed until the Technical Evaluation (Section 5.3.2) and Contractor Background, Experience and References (Section 5.3.3) scores have been finalized. The Cost Proposals will be opened and evaluated and points awarded to the recurring costs as follows:

The lowest Cost Proposal shall receive 150 points. To determine the number of points to be awarded to each of the other Cost Proposals, a percentage of the maximum points shall be calculated for each Contractor, using a ratio with the lowest Cost Proposal's total cost in the

numerator and the Contractor's total cost in the denominator. The resulting percentage for each Contractor will be multiplied by the maximum number of points (150) and the resulting number will be the Cost Proposal points awarded to each Contractor.

Example for evaluating Cost:

Vendor A quotes \$35,000; Vendor B quotes \$45,000; Vendor C quotes \$65,000.

Vendor A: $\frac{\$35,000}{\$35,000} =$ receives 100% of available points or 150 points.

Vendor B: $\frac{\$35,000}{\$45,000} =$ receives 78% of available points or 117 points.

Vendor C: $\frac{\$35,000}{\$65,000} =$ receives 54% of available points or 81 points.

Points will be rounded to the nearest higher whole value. If more than one Vendor proposes the same cost, each will be awarded same number of points.

5.3.5 Final Score

The points awarded for the Cost Proposal will be added to the Technical Evaluation, Contractor Background, Experience and References points to obtain the final score awarded for each Proposal.

5.4 Evaluation Criteria

Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance:

- 5.4.1** Ability and solution to build test and implement the components of an statewide mass notification and emergency messaging system ("System") to meet current and future communications technologies.
- 5.4.2** Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.
- 5.4.3** Contractor's professional experience and performance record.
- 5.4.4** Financial stability of Contractor.
- 5.4.5** Overall track record and reputation in the relevant industry.
- 5.4.6** Compliance with RFP and contract terms and conditions, Proposal format and all applicable laws, regulations certifications and standards.
- 5.4.7** Contractor's proposed staffing plan.

- 5.4.8** Results of Contractor presentations, if any.
- 5.4.9** References.
- 5.4.10** Cost of goods and services.
- 5.4.11** Contractor's proposed transition and work plans.
- 5.4.12** Demonstrated quality of proposed services and/or products.
- 5.4.13** Plans for assurance of high quality service.
- 5.4.14** Ability to integrate with Agency's administrative applications.

SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The Contract terms and conditions contained at the web-address indicated on the RFP cover sheet will be incorporated into the Contract. The Contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the Contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or Contract language it proposes to include in place of the provision. Exceptions that materially change the Contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

6.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the minimum amounts set forth below.

- 6.3.1** Contractor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and the Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Homeland Security and Emergency Management Department are named as additional insured, and that the coverage afforded to the State of Iowa and the Homeland Security and Emergency Management Department under this policy shall be primary insurance. If the State of Iowa or the Homeland Security and Emergency Management Department has other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Contractor shall cause to be issued insurance policies with the coverages set forth below:

6.3.2 Type of Insurance

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million

Type of Insurance	LIMIT	AMOUNT
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

- 6.3.3 Claims Provision.** All insurance policies required by this Agreement must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.
- 6.3.4 Certificates of Coverage.** At the time of execution of this Contract, Contractor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Contractor related to this Contract, certifying that the State of Iowa and the Homeland Security and Emergency Management Department are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Contractor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.
- 6.3.5 Liability of Contractor.** Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 6 of this Contract.
- 6.3.6 Waiver of Subrogation Rights.** Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.

6.3.7 Filing of Claims. In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Contractor shall, at the Agency's request, immediately file a proper claim under such policy. Contractor will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments.

6.3.8 Proceeds. In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6, neither the Contractor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Contractor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

6.4 Indemnification

Contractor and its successors and permitted assigns shall indemnify and hold harmless the Agency, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

6.4.1 Any violation or breach of any term or condition of this Agreement by or on behalf of Vendor, including, the furnishing or making by Vendor of any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or misleading; or

6.4.2 Any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Vendor, its officers, employees, agents, board members, subsidiaries, affiliates, contractors or subcontractors; or

6.4.3 Vendor's performance or attempted performance of this Agreement; or

6.4.4 Failure by Vendor or its employees, agents, officers, directors, subsidiaries, affiliates, contractors or subcontractors to comply with any applicable local, state, federal and international laws, rules, ordinances and regulations; or

6.4.5 Any failure by Vendor or its employees, agents, officers, directors, contractors or subcontractors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State; or

6.4.6 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that all or any part of the Software or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party.

6.4.7 Vendor's obligations under this section are not limited to third-party claims, but shall also apply to any claims that either party may assert against the other.

6.4.8 Vendor shall be liable for any personal injury or damage to property caused by the fault or negligence of Vendor, its officers, directors, employees, agents and approved contractors or subcontractors.

6.4.9 Vendor's duties as set forth in this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnitee.

6.5 Payment Terms

Per Iowa Code § 8A.514, the State of Iowa is allowed sixty (60) days to pay an invoice submitted by the contractor.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.12.14.

[Date]

Terry Brown, Issuing Officer
Iowa Homeland Security and Emergency Management Department
7105 NW 70th Ave, Camp Dodge Bldg W4, Johnston IA 50131

Re: Request for Proposal Number HSEMD-583-01-2014
PROPOSAL CERTIFICATIONS

Dear **Terry Brown**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to **Iowa Homeland Security and Emergency Management Department** for Request for Proposal Number HSEMD-583-01-2014 for a Statewide Mass Notification System are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2009)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- ☐ Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

Contractor also acknowledges that the Agency may declare the Contractor's Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

[Name and Title]

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.12.14.

[Date]

Terry Brown, Issuing Officer
Iowa Homeland Security and Emergency Management Department
7105 NW 70th Ave, Camp Dodge Bldg W4, Johnston IA 50131

Re: Request for Proposal Number **HSEMD-583-01-2014**
AUTHORIZATION TO RELEASE INFORMATION

Dear **Terry Brown**:

[Name of Contractor]_____ **(Contractor)** hereby authorizes the **Iowa Homeland Security and Emergency Management Department** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) Number **HSEMD-583-01-2014**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors,

employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

Attachment # 3
Certification of Compliance with Mandatory Requirements
Alterations to this document are prohibited, see section 2.12.14.

[Date]

Terry Brown, Issuing Officer
Iowa Homeland Security and Emergency Management Department
7105 NW 70th Ave, Camp Dodge Bldg W4, Johnston IA 50131

Re: Request for Proposal Number HSEMD-583-01-2014

Dear **Terry Brown**:

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor that the Proposal is in compliance with the mandatory requirements in Section 4.2 of the RFP as follows:

1. The system shall be provide statewide coverage.
2. The system shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards.
3. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, fax and social media.
4. The system shall be capable of sending mass notifications for multiple unique simultaneous events.

Contractor also acknowledges that the Agency may declare the Contractor's Proposal or resulting contract void if either of the above certifications is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

ATTACHMENT # 4
COST PROPOSAL

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included. **Please see Section 5.3 for additional details.** The following template is required. Please use additional pages to provide any additional narrative support for the cost information.

Eligible Costs (scored)

Deliverable Item	Firm US Dollars
TOTAL COST:	